

EXHIBITS,

AND

DEPOSITIONS OF HAVERS,

IN THE CAUSE,

THE ROYAL BANK

DUNLOP, HOUSTON, GAMMILL AND COMPANY,

BANKERS IN GREENOCK.

LETTERS relative to the first Settlement of the Exchange of Notes.

No. I.

James Millar, Cashier to the Greenock Bank, to Mr Scott Moncrieff.

S I R,

Greenock, 28th July 1785.

Messrs Dunlop, Houston, Gammill and Company having opened a bank here, and appointed me their cashier, I have to inform you, that Mr James Dunlop of Garnkirk will exchange with you regularly once a-week, what of this Company's notes may come into your hands; and on your advising me what day of the week is most convenient for you to exchange notes, I shall give Mr Dunlop notice thereof. I am, &c.

(Signed)

James Millar.

No. II.

Messrs Scott Moncrieff and Dale's Answer to ditto.

Mr James Millar,

S I R,

Royal Bank Office, Glasgow, 1st August 1785.

We duly received your favour of the 28th past, and agreeable to your proposal, we shall make a weekly exchange of notes with your Company, and give or take a bill on Edinburgh, at one day's

date,

EXHIBITS
[2]

A date, for the balance, as is our practice with the other Banks here. If not attended with any inconvenience to you, we would propose to make the exchange on the Tuesday mornings at eight o'clock, when we settle with the other Banks. Of this you will be pleased to acquaint Mr Dunlop. We are, &c.

B (Signed) R. Scott Moncrieff & Dale.

C LETTERS and EXCERPTS relative to the Alteration made in 1789.

No. III.

Excerpt Mr Dunlop to Mr Gammill.

D

Glasgow, 5th May 1789.

E I am favoured with your letter of the 4th instant, inclosing a letter from Sir William Forbes and Company, upon the subject of which, I shall take the first opportunity of learning the sentiments of the Banks here, and advise you. Upon considering the matter, although the demand is unreasonable, I am not sure if it would be worth our while to quarrel with them about it. But it will be time enough to determine this, after I hear what the Banks say.

F

No. IV.

Excerpt Mr Dunlop to Mr Gammill.

G

7th May 1789.

H I return you inclosed the letter from Sir William Forbes and Company. The Banks here have written to their correspondents at Edinburgh, to inform the Banks there, that they will not exchange their notes in Edinburgh oftener than once a-week; but that if the Edinburgh Banks chuse to send the Glasgow notes west, the Glasgow Banks will exchange with them as often as they please here, and will pay a proportional part of the carriage of the notes from Edinburgh to Glasgow, but that if they do not chuse to do this, they will not exchange in Edinburgh with them at all. This appears to me a complicated proposal, and as the Glasgow Banks did not chuse to communicate it to the Greenock Bank,

Bank, before they made it, (although they very frankly mention- A
ed it, whenever I spoke to them), I think it very proper, that
we should continue the idea we adopted at first, of having no
connection with the Glasgow Banks, and that we should agree to
the proposal of exchanging twice a-week in Edinburgh, provided
the Edinburgh Banks will say, that they do not mean to bring B
forward any further innovation of the same kind.

No. V.

Letter Mr Dunlop to Mr Gammill. C

Dear Sir,

19th May 1789.

Since I wrote you to-day a friend has communicated to me a D
conversation he had had, which he understood to be the senti-
ments of the Directors of the Royal Bank at Edinburgh, who had
expressed their regard for the Greenock Bank, and all the part-
ners of it, and their sorrow that that Bank seemed disposed to a-
dopt the same measures with respect to them, as the Glasgow E
Banks had done: That the only reason they had proposed to ex-
change two days a-week was, because they could not overtake it
in one; and that as they wished to live on the best terms with the
Greenock Bank, it would be very pleasing to them if they would
agree to the measure. I have reason to think, that this was told F
with an intention that I should communicate it to you, which I
take the earliest opportunity of doing; trusting that it will go no
further. The Royal Bank have always behaved extremely well
to us hitherto with regard to our notes, and as by this declara-
tion they seem disposed to continue to do so, I really think we G
should not join the Glasgow Banks on this occasion, unless you
see a greater inconveniency in agreeing to the proposal than at
present strikes me, and perhaps there is some little degree of hu-
mour in the refusal of the Banks here, which does not apply to
us, as you have very properly hitherto kept clear of any thing of H
that kind. I am, &c.

No. VI.

No. VI.

Mr Dunlop to Mr Gammill.

Dear Sir,

Glasgow, 23d May 1789.

A Mr Scott Moncrieff called upon me yesterday, and expressed his
 satisfaction, and that of the Royal Bank, that we had agreed to
 their proposal. He said that they now exchanged with the Banks
 here twice a-week, and insisted upon their balances being paid by
 bills on Edinburgh at sight: That although we were not bound to
 B exchange *here* at all, yet the Royal Bank would be obliged to us,
 if we would agree to exchange here twice a-week also, and that
 the balances should continue to be paid in the same way as
 at present. I told Mr Scott, that I never took any step in the
 business of the Greenock Bank without consulting you, but that I
 C would write you, and let him know as soon as I had your an-
 swer; but before I did so, however, I told him, I wished to ask
 him one question, 'Whether, in case this request was agreed to,
 'it was to be understood to be final, and that no further innova-
 'tion was intended?' He assured me in the most positive manner
 D that it was, and at the same time said, that the chief reason of
 their wishing to exchange twice a-week, was the multiplicity
 of notes they got, which they knew nothing of, (a grievance
 which loudly called for redress); and he added, that if they had
 been as well satisfied about the solidity of them all as about ours,
 E they would not be anxious about the matter, but they could not
 see how they could ask one to exchange twice a-week without ask-
 ing all. He said he had been in Edinburgh two or three days ago,
 and desired to assure us, that the Directors of the Royal Bank
 wished to live with the Greenock Bank upon the most friendly
 F terms. It does not occur to me, that changing twice a-week here
 will make any material difference to us, especially since we have
 agreed to do it in Edinburgh, but will rather be the means of
 preventing our notes from going there, for if we refuse to change
 here, it will become their interest to send our notes to Edinburgh,
 and

and I imagine that hereafter they will have more of our notes A than they have ever had, for they have agreed to draw on Edinburgh at sight for any notes, and consequently these notes of ours which used to be sent to Edinburgh through other channels, will go to the Royal Bank here for bills at sight, and Mr Scott Moncrieff told me, that yesterday a porter came with L. 1080 of our B notes for a bill on Edinburgh, which I have no doubt came from some of the Banks, as it is understood they do not apply openly for bills to the Royal Bank. This will make our exchanges here higher than they have hitherto been. I expect it will be very high on Tuesday, and would wish to know if the Bank is so full C at Edinburgh, that in case I should want Edinburgh money, I might draw on Sir William Forbes and Company, which I can replace in a few days. You will please mention this to me, and also your opinion as to what shall be said to the Royal Bank, to whom, I think, it will be proper we give our answer as soon as D we can, &c.

No. VII.

E

Mr Gammill to Mr Dunlop.

25th May 1789.

I received your letter, dated the 23d current, advising of the F proposal made by Mr Scott Moncrieff, for changing our notes twice a-week in Glasgow, which appears to me in such a light as being very unreasonable, and what should not be complied with, especially considering what Mr. Moncrieff says, of their being so well satisfied with the solidity of the Greenock Bank; and by G holding their notes they are sensible that they run no risk. With other notes it may make it necessary to change them oftener than once a week.

Last Friday Sir William Forbes and Company changed L. 1600 of our notes with the Royal Bank only; and to-day I am afraid H that our exchange will be high at Edinburgh; so that the Bank will stand in need of a supply of Edinburgh money this week. You will therefore please not to draw on Sir William Forbes and Company, but make out your exchange to-morrow the best way I you can. The Bank has sent you all the remittance in their I power,

A power, and your account at present with the Bank is very high,
 &c.

No. VIII.

B Excerpt Mr Dunlop to Mr Gammill.

2d July 1789.

I have settled with the Royal Bank, that we shall exchange with them every Saturday morning, which I expect to manage so that it shall make no alteration in the operations of the Greenock Bank, but shall come all under the Tuesday's exchange with me. On considering the matter, I thought it better to make the communication to Mr Scott by word of mouth than by letter, which keeps us perfectly open in case of any future change in their arrangements, &c. I am, &c.

No. IX.

Mr Gammill to Mr Dunlop.

E

3d July 1789.

I am favoured with your letter of yesterday's date, with the inclosure, which is perfectly satisfactory. I am pleased that you have informed Mr Scott Moncrieff, that you are to exchange with him twice a week, and the mode you propose, I think, will be attended with no loss to the Bank, at same time it pleases them, &c.

No. X.

G Excerpt Mr Scott Moncrieff to Mr Simpson.

22d May 1789.

I called Mr Dunlop last night, and was glad to find the Greenock had agreed. I told him the exchange behaved to be twice a-week here also; for we could not give bills on Edinburgh and London for his notes, and keep them eight days: That the Paisley Company had agreed to this. He promised to write Gammill, and let me know before next Friday; and I suppose that also will be

be agreed to. We have a great sum of their notes ; but as he had A
not heard any thing of exchanging twice a-week here, I would
not press him doing it to-day.

No. XI.

B

Excerpt Mr Scott Moncrieff to Mr Simpson.

27th May 1789.

In consequence of my waiting upon Mr James Dunlop last
week, proposing that the Greenock Bank should exchange twice C
a-week in Glasgow, and of his desiring time to consult Mr Gammill
upon the subject, he called upon me this morning, to say, and bid
me represent to you, that there is nothing they are more averse
to than any difference with the Banks, particularly the Royal,
with whom, above all others, they wish to be on good terms : D
That therefore they had readily agreed to the Bank's proposal of
exchanging twice a-week in Edinburgh ; but that it would be ex-
tremely inconvenient for them to follow the same practice here,
and they think unreasonable : That they never discounted a bill
or issued a note in Glasgow (more than Mr D's own payments E
to his coal-works), and that they do not wish by any means to be
considered as a Glasgow Bank ; and that their chief objection to
this proposal is, that it would be drawn into a precedent by the
other Banks here, who would insist upon the same thing ; and that
rather than agree to this, they would approve of our sending their F
notes into Edinburgh, and getting them exchanged there, although
that subjects them to a commission. He begged me to represent
these things to you, and hoped you would not insist on twice
a-week's exchange here. I told him, that as so many of their
notes came in to us, more than from some of the other Banks, I G
did not see how we could make a distinction ; especially as by our
drawing on Edinburgh at sight, and on London for all notes, we
could now get more of their notes than ever ; and if we kept
their notes longer than those of other Banks, these Banks would
fall upon ways of getting all their Greenock notes thrown in H
upon us ; but I promised fairly to state to you all he said, and at
his particular desire, to add, that Mr Gammill and he were very
desirous that some check should be put to the multiplicity of weak
Banks,

A Banks, and that they think the Royal should take the lead in applying for a law to prevent any person or societies from issuing notes, without pledging a security to the public: That they would cheerfully join you in such an application, and were ready to vest L. 40,000 in trustees, or in such manner as might be thought proper, for the security of the public. Such are Mr Dunlop's ideas.—I have instantly put them down to you, as I promised; and I shall be glad to have such an answer from you as I can read or show to him, &c.

C

No. XII.

Excerpt Mr Scott Moncrieff to Mr Simpson.

29th May 1789.

D Just now Mr Dunlop has been with me, and brought with him his friend Gammill. I just read to them what you write on their business. They seem to admit the force of what you say, and expressed very strongly their desire to be on the best footing with us; but they earnestly beg that you will let them go on two or three weeks exchanging here only once a-week, until they see the effect of the present measures, and of this new Paisley Bank branch at Greenock; and they promise some time in June to come to a final arrangement, which they had no doubt would be to your entire satisfaction. I told them I believed a week or two would not appear of any consequence to you, and that the footing they were upon with their notes (of which we have above L. 2000 this day lying dead by us), was so evidently against us, they could not possibly desire us to go on in that way, &c. &c.

G

No. XIII.

Excerpt Mr Scott Moncrieff to Mr Simpson.

H

1st July 1789.

By the by, James Dunlop called to say, Gammill would exchange twice a-week with us here; only as their weekly messenger came on Friday night, he begged the exchange might be on Saturday morning, to which I saw no objections.

EXCERPTS

EXCERPTS of Letters from Mr Scott Moncrieff to Mr Simpson,
from 24th December 1792 to 3d January 1793.

No. XIV.

24th December 1792.

I am really like to lose my temper with these Greenock notes: A
Above L. 4000 we had on Saturday morning to exchange, or to give
them up rather, for it is no exchange. Near the half of that
sum was back again upon us of the same notes before 12 o'clock;
and this forenoon the remainder came in in payment of bills or o-
therwise; so that we had again above L. 4000 to give them up for
their bills, at one day's date, which will be sent you to-morrow. B
Mr Dunlop has sent us word that it will be dated to-morrow.
This is so much against the Bank, that it is really insufferable;
and it is the more provoking that they are all small notes, which
coming in particularly on Saturday forenoon, take up a great
deal more time than we can spare. I know not how this evil can C
be cured; but such unfair conduct cannot be borne with. I have
spoken so often to Mr Dunlop without effect, that it is needless to
do so again; some other measure must be fallen upon. The bill
he is to send us of to-morrow's date is L. 4800.

No. XV.

26th December 1792.

I have just now met with James Dunlop,—told him both you E
and we were most averse to take any strong measure, but that it
was impossible we could go on as at present; and it was most un-
worthy of a Bank of any respectability to take such advantages.
He said, he left all to Mr Gammill. Said I, I have spoke to Mr
Gammill, and he leaves all to you. What then, said he, would F
you have me do? I give you every note of yours that comes to
me. Said I, Do not pay out your notes when you know they are
just

A just coming back to us the very day you have taken them from us ; or do any thing you know to be just and equitable. He said he did not see it was possible he could avoid paying out their own notes as we did ours ; but what could we do. I said we could refuse his notes, and would certainly do it if he persisted ; but it would be a
 B most disagreeable measure either to do that or to send them down to Greenock for money. In short, after a great deal of talk, good naturedly enough, and he had often asked me what he could do to please us, a thought struck me, and I said to him, How would it do for him to keep an account with us as the Ayr Bank does ? we to
 C collect his notes every other or second day, and place them in one sum to his debit, and get his order on his account for the amount three times a-week. He said, it seemed a reasonable idea, and he would think upon it, and let me know in a day or two ; but how was he to pay us ? I said in bills on Edinburgh or London, or other
 D notes upon the same terms with other people ; but he said in that way he might sometimes be owing us L. 2000 or L. 3000. I said I did not think this would be an objection ; but as the whole plan only occurred to me that moment, I should ask your opinion upon it, and let him know whether we were authorised to agree
 E to it by the time he had considered it, that is, by Friday or Saturday ; so let me know what you say to this. I really think it would be a better plan than refusing their notes, which would give great trouble to our customers ; we would then get full interest on his account from the Tuesdays, for all his notes that came
 F in on Monday and Tuesday, and so on, instead of losing five or six days interest, as at present, and we would save a great deal of trouble in counting his small notes, as upon that plan he would give orders upon us for large sums, as Mr Hugh Hamilton does. Willie takes up the Ayr notes from the other Banks on Tues-
 G days and Fridays, and gives an order on their account with us for the whole, but the sum is trifling. I thought it enough to propose to Dunlop taking up his notes every second day.

No. XVI.

27th December 1792.

In reflecting on the proposed arrangement with James Dunlop, I A
 imagine, after he consults Gammill, although he may agree to open
 an account with us, he will insist on our debiting him with the
 account of his notes only twice a-week, which he will tell me is
 as often as the other Banks exchange; and I want to be prepared B
 for him in case he should make this proposal. The exchange with
 the other Banks ought to be no rule for him, as they give us up
 our notes, and have often an equal sum to what we have of
 theirs, whereas he never has any, or but a trifling sum of our
 notes to give us; and on thinking farther on the matter, I see we
 have another and a better way of compelling him to do us justice C
 than by refusing his notes. As we go on at present, we are con-
 stantly in advance for him L. 3000 to L. 4000. Last Tuesday we
 had L. 8000 of his bills running on Edinburgh; thus there is a
 loss to the Bank of at least from L. 130 to L. 200 a-year interest.
 Now suppose I was to say to him, that rather than submit to D
 this loss, (which it is most unreasonable in them to desire, as no
 Bank ought to take the advantage of the circulation of notes in
 the hands of another Bank), we will send down a special messen-
 ger with their notes to Greenock, by the stage coach, twice or
 thrice a-week, not to demand gold, but a bill at sight on Edin- E
 burgh for them, and this would not cost us above L. 60 or L. 70
 a-year; so that thereby we should save more than half of the loss
 we now sustain. Were we to adopt this measure, it would soon
 bring them to their senses. Two or three such demands would
 put an end to it; for all the notes Mr Dunlop pays away here F
 would soon be at Greenock, and they would be obliged to be at
 the expence of sending him up daily a supply. Let me know
 what you say to all this.

No. XVII.

No. XVII.

28th December 1792.

A In my proposal to Mr Dunlop, my object was, to save the Bank a great loss of interest they now sustain. The plan, therefore, was, that in future he should keep an account with us, like any other man, on such credit as should be agreed upon; that every second day, Tuesdays, Thursdays, and Saturdays; suppose we should

B pack up all the Greenock notes we had, and deliver them over to him, for which he should give us an order on his account with us; and that he should replace this advance, as convenient to him, by bills on Edinburgh or London, or by the Glasgow notes of other Banks, or our own upon our receipts, just as another man

C would do. The bills on Edinburgh and London to be taken on the same terms as from others. In this way, you see we would lose no interest, but upon the amount of his notes that came into us the day before he took them up. This would be no great matter. In short, his account with us would come much in place with that

D he keeps with Sir W. F. & Co. for he told me, that if this plan took place, he would pay us in such a way as would be for our advantage, by bills on London; and that he was sensible we lost a great sum in interest just now, and that his advantage was not equal to our loss; for being obliged to take up his notes on the

E days of the exchange, when he did not know what the sum would be, he was often obliged to seek about for bills on Edinburgh, to remit against his draughts, and to take them on reasonable terms; whereas, on this plan, he might have a few days to provide his funds. In this way, it would be

F an accommodation to him; and as we would charge interest in account against him, it would be an advantage to us. Do you understand me now.—I really think this plan would be better than going to war with him, or refusing or sending his notes to Greenock. I was to meet with him this evening, and

G settle the business, after hearing from you; but I told him at the cross to-day, that as you did not comprehend my meaning, we would delay our meeting till Monday evening, so drop me a line to-morrow. He paid me many compliments to-day, and seems quite reconciled to the plan. I asked him what extent of credit he

he thought he would require? he said it was really impossible to A
 say till he saw the effect of this arrangement; that he would en-
 deavour to make the payments to us in such a way as would be
 agreeable, and for the advantage of our Bank; and that he wish-
 ed we would let it go on some time on this new plan, before we
 fixed the extent of the credit: Let me know what I shall say B
 to this. I really believe there would be no danger in letting him
 have all the credit he will desire. It may, I suppose, be L. 4000 or
 L. 5000; but if at a time it should be L. 10,000, it will only be so
 for a few days; and in fact, it is not much less at present. The
 account he means to be kept by us for J. Dunlop, for Greenock C
 Banking Company; he said it would be a saving to us of L. 200 a-
 year interest, and not near so much loss to him, and he made no
 objection to-day to taking up his notes three days in the
 week.

D

No. XVIII.

31st December 1792.

E

I am to call on the man with the one eye this evening; and
 doubt not will settle the matter with him. I am quite aware,
 that I am no match for him; but I think we must be better up-
 on the plan proposed, than we were before; and it is to be one
 part of the agreement, that either of us shall be at liberty to close F
 the account when we please, so that if any advantage is taken from
 it, we can always stop. I have said nothing about his drawing,
 so as you should be in cash on Monday; because, by his plan, I
 suppose unless you limit him much in the credit, he will seldom
 or never draw on Sir W. F. & Co. he means to give us such bills G
 on Edinburgh or London as may come in his way.

d

No. XIX.

1st January 1793.

- A I met with Mr Dunlop last night, and carried with me the scroll of a letter, which I thought it would be necessary for him to write to us as the foundation of the proposed account, and that we might clearly understand each other. He approved of it, and brought me his letter this morning accordingly with some trifling alterations. You have annexed an exact copy of it. I mean, if you approve of it, to make out another copy, and send it to him, saying at the foot of it, that we agree to open the account for the purpose, and upon the terms therein mentioned. I think the Banking Company is sufficiently bound, the account being opened with him, their agent. I proposed that his orders should be drawn, which place to my account for Greenock Banking Company; and I said, that when bills on London were offered him, of which he gets a great deal, instead of paying his small notes for them, and giving both his clerks and ours so much trouble counting them, when he knew the money would go into the Banks, he might give the people draughts on us: He said, in such cases, it would not do to draw the orders in that form, as he would not wish it to be known to the other Banks, that the account was for the Greenock Bank; and that, as the ground upon which the account was opened, was clearly explained by him in his letter, to be for the Greenock Banking Company, it was unnecessary to put that in every order. What do you say to this? I do suppose the letter fixes the responsibility completely, without saying any thing of the Greenock Bank in his orders; but I was thinking, that perhaps it might be proper for more security, to get him to say in the letter, that I, as agent for that Bank, oblige myself to pay up the balance, &c. yet I do not know if that is necessary. The sum due us will never, he supposes, be greater than it is at present, perhaps for a day or two, it may be 6 or 8 or 10 m. but I explained to him fully, that it was not meant to be a permanent advance, or any thing more than was necessary, for taking up his notes, and giving him a few days time to repay us; and this he understands to be our meaning: He pressed me much to allow him twenty-five days on London bills, which he said would

would be greatly in his favour, and enable him to pay us in that A way. I said, I did not see it was possible for us to depart from a general rule, as we had never done it in one instance; but he insisted on my mentioning it to you; and so you may tell me what you say on that subject; and now I think you have got enough of this business. B

No. XX.

3d January 1793.

As you have no alteration to propose on Dunlop's letter, I have D sent a copy of it, with two lines subjoined, that you may agree to it, and so that ends that matter. He says, it will be the best account for the Royal Bank in our books: We shall see if it be so. Mean time, I have the comfort of thinking, we shall save a couple of hundreds a-year interest by it. E

No. XXI.

Mr Dunlop to Messrs Scott Moncrieff and Dale, Cashiers to the Royal Bank, proposing to open a cash-account. G

GENTLEMEN, Glasgow, 1st January 1793.

As agent for the Greenock Banking Company, and that their H notes may be exchanged with you in a manner more convenient for both you and me than hitherto, I am very well pleased to open a cash-account with you, as cashiers of the Royal Bank here, to be kept in name of James Dunlop, agent for the Greenock Banking Company, and propose, that my operations on I that account shall be as follows: I shall three times in the week take up such of the notes of the Greenock Banking Company as may come

A come into your hands, by giving you what Royal Bank notes I may have, and an order on my account with you for the balance, and I shall make payment on said account on your receipt in the manner most convenient for myself, either by the notes of other banking companies, bills on Edinburgh or London, it being understood, that you are to take such bills from me upon the same terms you do from others. The account shall be settled once a-year, or oftener, if either party require it. The interest to be charged against me at 5 per cent. and you are to allow me 4 per cent. on such sums as I may occasionally over lodge with you. Until I see the effects of this arrangement, I cannot say exactly what extent of credit I may require upon this account; but it will always be in your power to limit it, and I shall, at any time, upon six weeks notice, pay up such balance as may be due to you. It is further understood, that as this account is proposed to be opened for our mutual convenience, it shall at all times be in the power of either of us to close it when we shall think that purpose not answered. I am, &c.

(Signed) *James Dunlop.*

E

No. XXII.

F Answer by Messrs Scott Moncrieff and Dale to Mr Dunlop.

Royal Bank Office, Glasgow, 3d January 1793.

S I R,

G The foregoing is a copy of your letter to us of 1st current, in consequence of which we agree to open and keep an account with you, as agent for the Greenock Banking Company, upon the terms and for the purposes therein mentioned. And we are, &c.

(Signed) *R. Scott Moncrieff & Dale.*

SPECIMENS

SPECIMENS of ORDERS and RECEIPTS upon the Account opened.

No. XXIII.

A

Order by Mr Dunlop on his Account with the Royal Bank.

L. 2226, 19 s. Sterling,

Glasgow, 1st January 1793.

Pay to the bearer Two thousand two hundred and twenty-six
pounds nineteen shillings pounds Sterling, and charge the same to
account of

(Signed) *James Dunlop.*

To the cashiers of the Royal Bank, Glasgow.

No. XXIV.

Ditto upon ditto.

L. 1839 Sterling.

Glasgow, 3^d January 1793.

Pay to the bearer One thousand eight hundred and thirty-nine
pounds Sterling, and charge the same to account of

(Signed) *James Dunlop.*

To the cashiers of the Royal Bank, Glasgow.

No. XXV.

Receipt for Money paid in by Mr Dunlop upon his Account.

Royal Bank Office, Glasgow, 4th January 1793.

Received from James Dunlop, Esq; Two thousand and ten
pounds Sterling, which is placed to the credit of his cash-ac-
count with the Royal Bank of Scotland.

(Signed) *Scott Moncrieff & Dale.*

L. 2010 } Entered *per* } C. G.
W. S. M.

No. XXVI.

EXCERPTS of LETTERS Mr Scott Moncrieff to Mr Simpson, from
12th January to 20th March 1793 inclusive.

No. XXVI.

12th January 1793.

A We go on very easily with Mr Dunlop; his notes come in as
formerly, and he takes them up regularly every other day, by
an order on his account, and he pays in every day in the other
Bank notes: He gave in one bill on Sir William Forbes and Com-
pany, which we sent you. Another came to-day, after our cash
B was shut: It will be sent you on Monday: He says, he does not
think it genteel to draw at sight; but we always take off the dis-
count. I see to-day we are in advance on his account 3 m.
(viz. L. 3000.)

C

No. XXVII.

30th January 1793.

D James Dunlop's account to-day is L. 6000 odds. He was again
upon me about taking bills on London, at twenty-five days; and
said, if we did that, he would give us about L. 1000 a-week;
but Mr Dale thought, and I told him, that it was very wrong in
him to give 25 days, (which he says he gives), as he is agent for
E a Bank: He said, it was not as a banker he did it; and that none
of these bills are remitted to the Greenock Bank: He goes into
Edinburgh to-morrow; probably you may see him: He said, in-
stead of giving 25 days, we might take these bills at 20 days,
when he gave them, and allow him five days interest on all Lon-
F don bills, at settling the account; that is the same thing; but it
avoids the appearance of breaking through a rule.

No. XXVIII.

No. XXVIII.

15th March 1793.

I have intimated to J. Dunlop, that he must pay up: He wants **A** to consult me about a new plan. I am to meet him to-morrow night, and shall be on my guard.

No. XXIX.

18th March 1793.

I spent half an hour with James Dunlop on Saturday night, and told him positively that his account was ordered to be withdrawn **C** in six weeks, the period mentioned in his letter, and that it was necessary in the mean time the balance should be reduced to 4 or 5 m. immediately. His plan now is to give up the agency for the Greenock Bank here, which he said was a plague he could not go through; and he wanted to see if we would keep an ac- **D** count with the Bank as a deposit account; and he proposed my son Willie to be agent, to take up all their notes, and get payment of all their bills, for which they would allow a handsome salary;—I understood he meant about L. 150. I told him that Willie had too much to do already, and I was persuaded could not, consistent **E** with his present duties, undertake such a thing; nor did I believe our Directors would approve of it, or of our opening such an account. The only account of the kind they had was with Hugh Hamilton; but then he never issued an Ayr note here, and made no payments but in our notes. He said this was his plan also; **F** that he should never circulate a Greenock note here; that the payments on the account would all be in Edinburgh or London bills; and that, if you would take up their notes in Edinburgh, and place them to the debit of our account here, the whole business of his Bank would centre in this office. I told him how **G** averse you was to open any more accounts with Banks, and that you had declined several proposals of that kind, and that I did not believe you would approve of our opening such an account here. In short, I discouraged his whole plan, as I do not think it would

A would be either a useful or comfortable account. He said it was only a thought struck himself; and as Gammill was to be here this week, he meant, if I approved, to mention it to him; but if I disapproved, he would not move further in it. I suppose you will think as I do of it.

B

No. XXX.

20th March 1793.

I have already wrote Mr Dunlop that his account is to be with-
C drawn after the expiry of the six weeks, and that in the mean
time he must immediately reduce the balance to the amount of
what his bills in Edinburgh used to be for the exchange of Green-
ock notes; and if he does not comply in a few days, we shall send
you in their notes. I think you are right to have nothing to do
D with his Bank.

EXCERPTS of LETTERS between Mr Dunlop and Mr Gammill,

E from 15th December 1792 to 12th March 1793.

No. XXXI.

F From Mr Dunlop to Mr Gammill.

15th December 1792.

Our exchange with the Royal Bank is very high to-day, from
which I hope it would be low at Edinburgh yesterday.

G

No. XXXII.

From ditto to ditto.

18th December 1792.

H A considerable number of the notes which the Royal Bank had
on Saturday did not come against us to-day.

No. XXXIII.

From Mr Dundas's letter, 5th January 1793.

The Royal Bank have been complaining very much of late, and perhaps with some reason, of the number of our notes that were thrown in upon them, especially on the Saturdays; and two or three days ago Mr Scott Moncrieff called and told me, that he had orders from the Directors at Edinburgh, either to refuse our notes altogether, or to send them to Greenock on purpose every day, which he said would be much cheaper to them than the way they are in at present, which indeed I believe may be true. I said, if such measures as these were resorted to, I believed we could procure as many of their notes as they could do of ours. He said, however that might be, he had directions to make the experiment; at the same time, he would be extremely sorry to take a step of that kind, if any way could be fallen on to prevent it. I told him I could think of none; for I would by no means advise the Greenock Bank to alter the mode of making their exchanges, which had been settled by mutual agreement. At the same time, as the management of these exchanges had been left entirely to me, if he could think of any way in which I as agent could accommodate them, I should have no objections to try it. After several conversations, he at last made a proposal, which I told him I would make trial of, with which he seemed very well satisfied, and, in my opinion, it will make so very little difference, if any, to me, that I can continue to settle the exchanges with the Bank in the same way as formerly; and I agreed the more readily, as I think it will prevent a great many of our notes from going to Edinburgh, the procuring of Edinburgh money, to replace which, has been attended not only with expence to the Bank, but lately very great trouble to me, and, no doubt, it has also been troublesome to Sir William Forbes and Company, &c.

A

No. XXXIV.

From Mr Gammill's letter to Mr Dunlop.

B

7th January 1793.

I am glad you have settled matters amicably with Mr Scott Moncrieff, and that upon such a plan as will prevent our notes from going to Edinburgh, which was troublesome to all parties concerned.

C

No. XXXV.

D

From Mr Dunlop to Mr Gammill.

8th January 1793.

I trust, from the arrangement with Mr Scott Moncrieff, fewer of our notes will go there than formerly.

E

No. XXXVI.

From ditto to ditto.

F

15th January 1793.

None (of our notes), I am certain, went from the Royal Bank (to Edinburgh).

G

No. XXXVII.

From Mr Gammill to Mr Dunlop.

H

6th February 1793.

Our exchange at Glasgow was considerably higher yesterday than I expected, and the Royal Bank had a very great number of our notes. I suppose you may learn what way they went there.

No. XXXVIII.

No. XXXVIII.

A LETTERS relating to the demand of Payment of the Balance

From Mr Dunlop to Mr Gammill.

7th February 1793.

I have no notion from what quarter so many of our notes B came to the Royal Bank on Tuesday; a great many of them were large notes, which must have come directly from Greenock.

No. XXXIX.

From ditto to ditto.

12th February 1793.

The Royal Bank had but few on Saturday, and no large notes, D of which they have L. 1400 to-day.

No. XL.

From Mr Gammill to Mr Dunlop.

15th February 1793.

I was not surprised that our exchange was high at Glasgow on Tuesday, a good many large notes went out of the Bank latter F end of last week, and on Monday, which, I believe, reached the Royal Bank that evening.

No. XLI.

From Mr Dunlop to Mr Gammill.

12th March 1793.

I shall take the first opportunity of speaking to Mr Scott Mon-crieff on the subject we mentioned; but I understand he has been H so much occupied for some days, that he has not been out of the house.

No. XLII.

No. XLII.

A LETTERS relative to the demand of Payment of the Balance
upon Mr Dunlop's account.

No. XLII.

B S I R, *Royal Bank Office, Glasgow, 20th March 1793.*

We are desired by our Directors at Edinburgh, to acquaint you that it will not be convenient for them to keep your account longer in this office, and to request you will order the balance advanced by us to be paid up within six weeks from this date, agreeable to the terms of your letter when the account was opened. In the mean time, we are desired to request that the balance may be reduced immediately to the sum mentioned at opening the account, which was what used to be the amount of your bills Drunning on Edinburgh for the exchange of the Greenock notes. We are, &c.

(Signed) *Scott Moncrieff & Dale.*

P. S. Be so good as acknowledge the receipt of this letter.

E To James Dunlop, Esq; agent for the Greenock Banking Company.

No. XLIII.

F Mr Dunlop's answer to the above.

Gentlemen,

20th March 1793.

I am favoured with your letter of this date, and observe that you wish my account discontinued, which it shall immediately be, and the balance paid up as soon as possible. I am, &c.

(Signed) *James Dunlop.*

To Messrs Scott Moncrieff and Dale.

No. XLIV.

No. XLIV.

A

Mr Scott Moncrieff to Mr Dunlop.

Dear Sir,

20th March 1793.

I am obliged to send you the inclosed official letter, which I B hope, however, will put you to no inconveniency; but it vexes me to see the balance of your account so high, (it is above L. 9000); and as I was the means of bringing our people at Edinburgh to agree to this account, under the assurance that you would always keep the balance within L. 4000 or L. 5000, I entreat C you, Sir, to save me from reflections, by reducing it immediately to that sum. I gave my son a hint of what we were talking of the other night; and I found it was as I expected, that he has so much to do in this office, it was impossible he could undertake any other agency, unless he were to relinquish his situation here, D which he could not think of doing. Both he and I, however, think ourselves much obliged by this mark of your confidence. I am, &c.

(Signed) R. Scott Moncrieff.

E

No. XLV.

Answer to the above letter, by Mr Dunlop.

F

Dear Sir,

Glasgow, 20th March 1793.

I am favoured with your letter, of this date, and am very sorry the balance on my account has become so high, which I was afraid would be the case when it was first opened. I shall bring it down as soon as I can. I am, &c.

G

(Signed) James Dunlop.

L.E.T.

LETTERS after Mr Dunlop's failure.

No. XLVI.

A Messrs Scott Moncrieff and Dale, to Messrs Dunlop, Houston,
Gammill and Company.

Royal Bank Office, Glasgow, 22d March 1793.

Gentlemen,

B We are just now favoured with your letter of this date, cover-
ing 28 bills, amounting in all to L. 3609:1:2. Such of these
bills as fall due to-morrow we shall receive payment of; and we
shall continue to receive in your notes in payments all to-mor-
row: But, as we told your Mr Gammill when here, we can say
C nothing further till we receive instructions from our Directors
in Edinburgh, to whom we have sent a copy of Mr Gammill's
letter; and we do suppose that they will make it a preliminary
condition of any farther transactions, that you pay up or lodge
good bills with us against the balance due this office on the ac-
D count kept in our books, and opened by Mr Dunlop expressly as
your agent, and on the debit of which there is no operation but
his orders given for the amount of your notes delivered him.
The balance of that account is L. 9100, 4 s. say L. 9100, 4 s. We
shall however inform you on Monday what instructions we re-
E ceive from Edinburgh, and remain, &c.

(Signed) *Scott Moncrieff and Dale.*

No. XLVII.

F

Messrs Scott Moncrieff and Dale to Messrs Dunlop, Houston,
Gammill and Company.

G

Gentlemen,

23d March 1793.

We refer you to our letter of last night, and agreeable to what
we then wrote to you, we have this day received your notes in
payments; but we are desired by our Directors in Edinburgh to
H intimate to you, that unless you immediately pay up the balance
of your agent, Mr Dunlop's account, due to this office for your
notes

notes delivered to him, L. 9100, 4 s. as mentioned in our last, or A
put undoubted bills in our hands for the amount, by Monday
morning at 10 o'clock, we are then to decline taking in any more
of your notes at this office. We entreat, therefore, to have your
resolution on this on Monday morning. And we remain, &c.

(Signed) *Scott Moncrieff and Dale.* B

No. XLVIII. C

Messrs Dunlop, Houstoun, Gammill and Company, to Messrs
Scott Moncrieff and Dale, being an answer to the two
last Letters. D

Gentlemen, *Greenock, 24th March 1793.*

We are favoured with your letters dated 22d and 23d current,
the contents of which greatly surprise us. We always kept plen-
ty of funds (indeed a great deal too much as it has happened) in E
Mr Dunlop's hands, for retiring our notes with all the Banks in
Glasgow, and if you gave him notes without receiving the value,
it was at your own risk, and we can have nothing to do with the
balance which you say is due to you by Mr Dunlop, as that is a
transaction between you and him. We depend on your taking F
our notes so far as we have put value in your hands; and in case
that you do not chuse to favour us by taking the trouble of ex-
changing for us such of our notes as you receive, we shall get
some other person who will be so obliging as to take that trouble.
In the mean time, we trust to your taking our notes as the other G
Banks do, as refusing them at this very particular time might be
attended with serious consequences, which we hope you will not
hazard. Mr Gammill cannot leave home to-morrow forenoon,
but will see you on Tuesday morning at your office, and retire
our notes. Till then we depend on your receiving our notes. H
All the other Banks have behaved to us in the most friendly and
polite manner, when we had occasion to trouble our friends by
the very unexpected failure of Mr Dunlop. We are, &c.

(Signed) *Rob. Caldwell, for Dunlop, Houstoun, Gammill and Co.*

notes delivered to him, L. 9100, &c. as mentioned in our last, or A
 put undoubted bills in our hands for the amount, by Monday
 morning at 10 o'clock, we were declining taking in any more
 of your notes at this office. We regret, therefore, to have your

A

No. XLIX.

Messrs Scott Moncrieff and Dale, to Messrs Dunlop, Hou-
 ston, Gammill and Company.

25th March 1793.

B We are favoured with your letter of yesterday, and are much
 surprised at your calling in question the justice of our claim upon
 you, for the balance of Mr Dunlop's account as your agent here,
 and which relates to your business only. From the best infor-
 mation we can obtain, we apprehend there can be no doubt a-
 C bout the matter. But it is unnecessary at present to enter further
 into this question. We only think it proper to send you the in-
 closed state of the account, balanced this date by L. 9182:6:11,
 due to us, after adding the interest to the sum we formerly men-
 tioned to you. As we wrote you on Saturday, in consequence of
 D the peremptory orders we received from Edinburgh, we were un-
 der the necessity of refusing to receive your notes this day. Not
 many were offered to us, and we told such as brought them, that
 our refusing them was only owing to a dispute you had with us;
 and that as your Mr Gammill was to be in town this night, we
 E doubted not he would take them up to-morrow. We remain, &c.

(Signed) Scott Moncrieff and Dale.

No. L.

No. L.

Dr. JAMES DUNLOP, Esq; Agent for the Greenock Banking Company at
Glasgow, in Account with the Royal Bank of Scotland, Glasgow, Cr.

1793.				
Jan.	1.	To cash in Greenock Banking Company's notes, -	L. 2226	19 0
	4.	To ditto,	1839	0 0
	5.	To ditto,	1405	0 0
	8.	To ditto,	2205	3 0
	10.	To ditto,	1700	0 0
	12.	To ditto,	2375	0 0
	15.	To ditto,	2293	2 0
	17.	To ditto,	1483	0 0
	19.	To ditto,	2977	0 0
	22.	To ditto,	2333	1 0
	24.	To ditto,	2260	0 0
	26.	To ditto,	1815	0 0
	29.	To ditto,	1859	19 0
	30.	To ditto,	1726	0 0
Feb.	2.	To ditto,	2677	0 0
	5.	To ditto,	3422	15 0
	7.	To ditto,	714	0 0
	12.	To ditto,	2453	11 0
	14.	To ditto,	895	0 0
	16.	To ditto,	1214	0 0
	19.	To ditto,	1887	17 7
	21.	To ditto,	2633	0 0
	26.	To ditto,	2853	8 0
	29.	To ditto,	2530	0 0
March	5.	To ditto,	3609	16 0
	7.	To ditto,	1409	0 0
	12.	To ditto,	1422	13 0
	14.	To ditto,	2570	0 0
	19.	To ditto,	2184	17 0
	25.	To interest,	82	2 11

L. 61057 4 6

1793.
March 25. To balance, L. 9182 16 11

b

1793.				
Jan.	4.	By cash,	L. 2010	0 0
	7.	By ditto,	500	0 0
	8.	By ditto,	1800	0 0
	10.	By ditto,	515	0 0
	11.	By ditto,	800	0 0
	12.	By ditto,	730	0 0
	15.	By ditto,	2400	0 0
	17.	By ditto,	805	0 0
	21.	By ditto,	2500	0 0
	22.	By ditto,	2200	0 0
	24.	By ditto,	500	0 0
	25.	By ditto,	1500	0 0
	28.	By ditto,	800	0 0
	29.	By ditto,	3000	0 0
	30.	By ditto,	700	0 0
	31.	By ditto,	700	0 0
Feb.	4.	By ditto,	2000	0 0
	5.	By ditto,	2500	0 0
	9.	By ditto,	1094	17 7
	11.	By ditto,	1000	0 0
	12.	By ditto,	1385	0 0
	13.	By ditto,	455	0 0
	15.	By ditto,	1500	0 0
	18.	By ditto,	1550	0 0
	19.	By ditto,	2000	0 0
	20.	By ditto,	520	0 0
	22.	By ditto,	545	0 0
	23.	By ditto,	650	0 0
	25.	By ditto,	1000	0 0
	26.	By ditto,	1580	0 0
	27.	By ditto,	700	0 0
March	1.	By ditto,	505	0 0
	2.	By ditto,	1100	0 0
	4.	By ditto,	1285	0 0
	5.	By ditto,	2140	0 0
	6.	By ditto,	830	0 0
	8.	By ditto,	650	0 0
	9.	By ditto,	540	0 0
	11.	By ditto,	950	0 0
	12.	By ditto,	600	0 0
	13.	By ditto,	1000	0 0
	18.	By ditto,	1120	0 0
	19.	By ditto,	1215	0 0
	25.	By balance,	9182	6 11

L. 61057 4 6

No. LI.

A

No. LI.

Queries to be put to Mr Gammill.

B 1. Were you in the knowledge that Mr Dunlop, agent for the Greenock Banking Company, was in use, prior to the 1st of January last, to exchange notes with the pursuers Scott Moncrieff and Dale, as cashiers for the Royal Bank, oftener than once a-week, and that he gave bills on Edinburgh, as the exchanges took place, for the balances against the Greenock Banking Company?

C

2. Did not Mr Scott Moncrieff, when he happened to meet with you, complain of the loss of interest, and the inconveniency attending those bills granted by Mr Dunlop, and insist that some new mode should be adopted to relieve the Bank thereof; and did not you, on such occasions, always refer Mr Scott Moncrieff D to Mr Dunlop for satisfaction on that head?

No. LII.

E

Answers by Mr Gammill to the above Queries.

F 1. I was in the knowledge of, and gave my consent to Mr James Dunlop exchanging the Greenock Bank notes with the Royal Bank Branch at Glasgow twice a-week, viz. on the Tuesdays and Saturdays, before that it was carried into execution; and that matter was adopted, I think, at the request of the Royal Bank; and I considered it as a favour done to them; which exchange, I believe, began in July 1789; and when the exchange G took place, it was agreed that Mr Dunlop was to continue to give bills on Edinburgh at one day's date, for the balances against the Greenock Bank; and so far as I knew they were settled accordingly.

H 2. When I occasionally saw Mr Scott Moncrieff, which was but seldom, he complained to me of the great number of guinea-notes of the Greenock Bank which came into their office, and said, that by their taking Mr Dunlop's bills on Edinburgh at one day's

day's date, that it was a loss of interest to the Royal Bank; and I A believe that he may have said that he wished some mode should be taken to prevent it. To the best of my recollection, I told him that the terms of exchange had been settled by agreement, and that the Greenock Bank kept very ample funds in Mr Dunlop's hands for paying these exchanges, which I was persuaded B he paid punctually, and that I should speak to Mr Dunlop to prevent the Greenock Bank notes from returning to the Royal Bank branch in the way he mentioned; and to the best of my recollection I did so more than once. At same time, I told Mr Scott Moncrieff, that by their drawing on Edinburgh at sight, for other C notes than their own, when the other Banks in Glasgow were drawing on Edinburgh at not shorter than one day's date, that this was in a manner inviting people to carry stranger notes into their office, when they wanted Edinburgh money. And,

To the best of my recollection and belief, I never gave Mr D Scott Moncrieff any reason to think that Mr Dunlop had any power or liberty to get indebted to the Royal Bank branch, or any other Bank, for account of the Greenock Bank, in exchange of their notes or otherwise, but on the contrary, he was to pay the exchanges punctually from the very ample funds of the Greenock Bank which were in his hands, and I referred Mr Scott Moncrieff to Mr Dunlop, for satisfaction as to the manner he disposed of the notes after the exchanges, which was the principal thing Mr Scott complained of. E

(Signed) *James Gammill.* F

Edinburgh, 4th July 1793.

No. LIII. G

DEPOSITIONS of Messrs SCOTT MONCRIEFF and
DALE, Mr DUNLOP, and Mr WILLIAM SIMPSON.

26th November 1793. H

Appeared ROBERT SCOTT MONCRIEFF, one of the cashiers to the branch of the Royal Bank of Scotland at Glasgow, who being solemnly sworn and examined as a haver, depones, That he is not possessed of any letters or writings I tending to show the state of the transactions between the Royal Bank

A Bank and Mr James Dunlop of Garnkirk; nor does he know or suspect where any such writings are; nor has he fraudfully put any such writings out of his possession. And being particularly interrogated, If he received any answers to all or any of the following letters that he wrote to Mr William Simpson, B dated as follows, the 24th, 26th, 27th, 28th and 31st days of December 1792; 1st, 3d, 12th and 30th days of January 1793; 15th and 18th days of March 1793? depones, That he did not, upon any occasion, receive any letter relative to Mr Dunlop's account as agent for the Greenock Banking Company, addressed to Scott C Moncrieff and Dale, the managers of the branch of the Royal Bank in Glasgow, (prior to Mr Dunlop's failure), in answer to those contained in the question; but depones, That Mr Simpson, the cashier of the Royal Bank at Edinburgh, was in use to inclose in the public letters of the Bank, private notes unsubscribed to D the deponent, wrote by his own hand, which the deponent from time to time soon after they were received, always destroyed, as considering them of no use; and he does not remember whether or not these private notes were precise answers to the letters of the above dates, although he is inclined to think they might. E And being further interrogated, If he wrote any other letters than those above mentioned, to the Royal Bank at Edinburgh, or to Mr William Simpson their cashier, in which the Greenock Bank Company, or the individual partners were mentioned relative to the subject of the present process? depones, That he cannot remember: That he was in use to write private notes to Mr Simpson in F the same manner, as Mr Simpson wrote him, but of these he kept no copy; and from his memory, he is not now able to condescend upon the contents. And being further interrogated, If he received any order or direction in writing from the Directors of G the Royal Bank at Edinburgh, or their cashier Mr William Simpson, to give Mr James Dunlop of Garnkirk a cash-account? What was the date of that order, if any? And what is become of it? To which it is *objected* by the agent for the pursuers, That by this question, an attempt is made to deviate from the purpose of H the commission, by proving the tenor of papers, instead of procuring their exhibition: That Mr Scott Moncrieff has already answered, that he had not preserved the private notes from Mr Simpson, but had destroyed the same as he received them; but when he proposed to add that his instructions by these notes were I to keep the Greenock Bank bound, this was objected to on the part of the defenders. To which it was *replied*, That it was by no means

means a deviation from the purpose of the commission. The de- A
fenders called for the production of an order, which they had
every reason to suppose existed, but they did not call on him to
condescend on the tenor of that writing. After the foregoing de-
bate was closed, the deponent voluntarily agreed to answer the
question; and in answer thereto, depones, That he did not receive B
any order or instructions from the Directors of the Bank, or their
cashier Mr Simpson, in any public letter, to allow Mr Dunlop a
cash-account, which is always given when cash-accounts are al-
lowed, and the security approved of by them; but that in Mr
Simpson's private notes to the deponent above mentioned, he ex- C
pressed his approbation of an account being opened with Mr Dun-
lop as agent for the Greenock Bank Company, for the ex-
change of their notes, in terms of Mr Dunlop's letter produced in
the process, keeping the Greenock Bank Company bound by
that transaction. And being further interrogated, Did you re- D
ceive any written order or direction from the Directors of the
Royal Bank at Edinburgh, or their cashier Mr William Simpson,
to call up Mr James Dunlop's cash-account? What was the date
of it, if any? And what has become of it? depones, That Mr
Dunlop had no cash-account with the Royal Bank, but only an ex- E
change-account as above mentioned: That about the beginning of
March last, Mr Simpson and some of the Directors, when here, left
verbal orders to shut Mr Dunlop's account, and call up the mo-
ney owing the Royal Bank on the said account, and whether any
directions to the same effect were given by Mr Simpson to the de- F
ponent in his private notes, he cannot recollect. And the above
he declares to be truth, &c.

(Signed) R. Scott Moncrieff.

No. LIV.

Appeared DAVID DALE, one of the cashiers of the Royal Bank G
of Scotland in Glasgow, who being solemnly sworn and exami-
ned as a hayer, depones, That he is not possessed of any
papers or writings tending to show the state of the transactions
between the Royal Bank of Scotland and Mr James Dunlop of
Garnkirk, nor does he know or suspect where any such papers or H
writings are, except the public books of the Bank, and that he has
not fraudulently put away any such documents. Depones, That he
has frequently seen private notes from Mr Simpson, cashier of the
Royal

A Royal Bank, to Mr Moncrieff the former deponent, relative to Mr Dunlop, but he does not know or suspect where they are, except they be in Mr Moncrieff's own hands; but he has heard Mr Moncrieff say that they were burned, and he believes it to be fact. And this he declares to be truth, &c.

(Signed) *David Dale.*

B

No. LV.

JAMES DUNLOP of Garnkirk, being solemnly sworn and examined, depones and exhibits excerpts copied from three letters sent by the deponent to Mr James Gammill of Greenock, one of the partners of the Banking Company there, and of a letter from Mr Gammill to him, written upon one piece of paper; also excerpts of three other letters from Mr Gammill to the deponent, and of five from the deponent to Mr Gammill, written upon another piece of paper; both of which papers are doqueted and subscribed as relative hereto, and which, to the best of his knowledge and belief, are just and true excerpts, copied from the principal letters and copies. And this is truth, &c.

(Signed) *James Dunlop.*

E

No. LVI.

Deposition of William Simpson.

4th December 1793.

F Appeared WILLIAM SIMPSON, Esq; cashier to the Royal Bank, cited as a haver, who being solemnly sworn, &c. and requested to produce all letters, copies of letters, and other writings in his custody, dated in December 1792, January, February, and previous to the 21st day of March 1793, in which the Greenock Bank, or any of the individual partners, James Dunlop, Andrew Houston, James Gammill, or James M'Dowal, Esqrs, are mentioned, relative to the transactions which have given rise to the present process, depones, That he formerly produced in process, excerpts from private letters received by him from Mr Scott Moncrieff, dated the 24th, 26th, 27th and 28th days of December

ber last; and caused to be transmitted some time ago to the de- A
 fenders agent, excerpts from similar letters, dated the 31st De-
 cember, 1st, 3d, 12th and 30th January, and 15th and 18th March
 last; and he now exhibits excerpt from another letter from Mr
 Scott Moncrieff to him, of the 20th March last: That the reason
 why he did not communicate this last letter alongft with the for- B
 mer to the agent for the defenders was, that he had another let-
 ter from Mr Scott Moncrieff of the same date, wherein the failure
 of Mr Dunlop is mentioned, from which he concluded, that the
 failure had happened on or before the 20th of March; and he
 understood, that subsequent to that period no farther productions C
 could be called for. And being desired to produce the other let-
 ter of the 20th of March, from Mr Scott Moncrieff, or an ex-
 cerpt from it, as the failure of Mr Dunlop did not take place un-
 til the 21st of March. To which it was *objected*, That as in that
 letter the failure of Mr Dunlop is exprefsly mentioned, it must be
 plain that it had been written after the failure was notoriously D
 known; and although the letter bears date the 20th March, there
 is every reason to believe that the true date was the 21st, not on-
 ly from the failure being mentioned, but also that in the next letter
 Mr Simpson had from Mr Scott Moncrieff, which was dated the
 22d March, he mentions having wrote last night, which must have E
 referred to the letter by mistake dated the 20th; and the passage
 of this letter relative to the failure is now shown to the agent for
 the defenders, and is in the following words: ' Just while writing
 ' this, Mr Gammill has called to give me the overwhelming in-
 ' formation, that James Dunlop had stopt payment.' *Answered*, F
 That the defenders consider themselves entitled to production of
 every letter bearing date previous to the 21st March, without re-
 gard to any other circumstance.

Avifandum to the Lord Ordinary with the foregoing objec- G
 tions and answers.

Interrogated, If the deponent wrote any answers to the letters
 from Mr Scott Moncrieff to him, dated 24th, 26th, 27th, 28th,
 and 31st December 1792, 1st, 3d, 12th and 30th January, 15th H
 18th and 20th days of March 1793; and if he did so, required to
 produce the same, or copies of them? depones, That the depo-
 nent most probably wrote answers to every one of them, as few
 days ever passed without such private letters being written by the
 one to the other; but as they were private communications he I
 kept.

A kept no copies of them; and the letters themselves are not in the deponent's possession. And being further interrogated, If any order or direction in writing was given by the Directors of the Royal Bank, authorising Messrs Scott Moncrieff and Dale to give a cash-account to Mr James Dunlop, or to enter into the transaction which B gave rise to the present process; and if there was, to produce a copy of such order or direction? depones, That when any cash-account is required at Glasgow, it is the uniform practice for Messrs Scott Moncrieff and Dale, to transmit in their public letters to the deponent, to be laid before the Directors of the Bank, C a note of the parties that are to grant the bond of credit for such cash-account: That this is laid before the Directors, and if they approve of the obligants, the credit is granted, and accordingly entered in the journal of the Bank; but that in the present case, it was not considered that Mr Dunlop was to have a cash-account, D but merely an account for retiring such of the Greenock notes as came into the hands of the Managers for the Royal Bank in Glasgow; and therefore, no proposal was made in the public letters from Messrs Scott Moncrieff and Dale, to be laid before the Directors, nor any public order made by the Directors relative to E that account, although the deponent communicated Mr Scott Moncrieff's private letters upon the subject to some of the Directors, and particularly Mr Ramsay, who approved of the measure, by a memorandum, which the deponent did not preserve, it being his practice to destroy all such private memorandums. In F terrogated, Whether there was any order in writing by the Directors of the Bank, for calling up the sum due upon the account given to Mr Dunlop, previous to his failure; and if there was, the deponent is required to produce a copy of it? depones, That there was no public order of the Directors on this subject; but G the deponent may have had private instructions from some of the Directors, for requiring payment of the balance upon the account. Depones, That the excerpts now produced are exact copies from the original letters, the same having been compared by the deponent; and that no other part of these letters refer to H the transaction in question: That the deponent has none of the other writings called for, nor does he know or suspect where the same may be, unless some of them may be in the hands of Messrs Scott Moncrieff and Dale; nor has he put the same fraudulently I out of his hands since the commencement of the present action, or previous thereto. And all this is truth, &c.

(Signed)

Wm. Simpson.

List of Bills drawn by Mr Dunlop on Sir William Forbes and Company, after 1st January 1793, with Mr Simpson's Letter annexed.

Jan. 2.	Ja. Dunlop on Sir W. Forbes and Co.	L. 3674	0	0	B
12.	Ditto, ditto, - -	800	8	9	
15.	Ditto, ditto, - -	730	0	0	
19.	Ditto, ditto, - -	855	7	0	
23.	Ditto, ditto, - -	2190	6	0	C
26.	Ditto, ditto, - -	1460	12	0	
Feb. 2.	Ditto, ditto, - -	608	5	0	
9.	Ditto, ditto, - -	1095	9	0	
12.	Ditto, ditto, - -	2921	4	0	
16.	Ditto, ditto, - -	500	0	0	D
23.	Ditto, ditto, - -	550	0	0	
27.	Ditto, ditto, - -	2921	4	0	
Mar. 2.	Ditto, ditto, - -	1253	8	0	
6.	Ditto, ditto, - -	2190	18	0	
9.	Ditto, ditto, - -	1040	0	0	E
12.	Ditto, ditto, - -	1840	0	0	
16.	Ditto, ditto, - -	526	5	0	
20.	Ditto, ditto, - -	2422	6	0	
23.	Ditto, ditto, - -	1215	0	0	

Gentlemen, *Royal Bank, Edinburgh, 7th September 1793.* F

I have your favour of the 5th instant, and above you have a list of Mr Dunlop's bills drawn to Messrs Scott, Moncreiff and Dale, from 2d January to 23d March last, as you desire, with the dates when they were paid; but neither the dates of the bills, nor the day when they were accepted, appear in our entries. G
May I beg you will favour me with a copy of your account with Mr Dunlop, for a year preceding his failure; and also that you will inform me if Mr Dunlop wrote you either that he intended, or that he had actually opened the account in dispute betwixt the Royal Bank and you; and if any letters were wrote, either to the H Company, or any private letters to the individuals of your Company, that you will favour me with copies of Mr Dunlop's letters, and your answers. I am, &c.

(Signed) *William Simpson.*

No. LVIII.

ANSWER by the GREENOCK BANK to the above Letter.

Wm. Simpson, Esq.

S I R, *Greenock, 10th September 1793.*

A We have received your favour of the 7th current, and we are obliged for the list of bills handed us. We make no doubt but that all these bills drawn by Mr Dunlop to Messrs Scott Moncrieff and Dale, were at one day's date, and drawn upon Tuesdays and Saturdays, the days agreed upon for exchanging our B notes. If it is otherwise, please to advise us.

Mr James Dunlop regularly furnished us with his account-current, balanced at the end of every month; and he did so on the 31st January and 28th February 1793, and afterwards down to the 23d March; and these accounts were kept and settled in the same C manner as he had done for years before; and we can assure you that in none of these accounts, is there the least mention or appearance of his account with the Royal Bank Branch at Glasgow. Mr Dunlop did not write to us, nor to any of the Partners, that he intended to open or had opened that account, and we could D not suppose that the Royal Bank, or any other respectable Banking Company, would attempt to give a cash-account to any agent of a Company, or individual partner of a Company, on that Company's account, without first advising with that Company, and settling with them the terms and extent of the credit, and getting E their bond, as customary, signed by the individuals, for the amount. Had you or the cashiers at Glasgow wrote us a few lines upon that subject, (which was in your or their power to do every day by post), we should have given for answer, that we would have nothing to do with any cash-account the Royal Bank might F give to Mr Dunlop; nor would we in any way be bound for it, as we did not require it; which will evidently appear from the large sum of money we had in Mr Dunlop's hands. We are, &c. for Dunlop, Houston, Gammill and Company.

(Signed) *Robert Caldwell.*

(Signed)